

CJ-16-1416
Swinton

FILED IN DISTRICT COURT
OKLAHOMA COUNTY



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAR 16 2016

TIM RHODES
COURT CLERK

31

1. KRIS PRUNER; and,
2. JERRY PRUNER,

Plaintiffs,

v.

1. STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

Case Number

CJ-2016-1416

P E T I T I O N

Plaintiffs, for their claims, state:

1. On November 21, 2014, Plaintiffs, Kris Pruner and Jerry Pruner, were traveling northbound on 36th Avenue Northwest in Norman, Oklahoma, when their vehicle was struck head-on by a vehicle operated by Bethany Lynn Baird. The collision occurred in Plaintiffs' lane of travel and was caused by the negligence of Bethany Lynn Baird in crossing the centerline of 36th Avenue Northwest in Norman, Oklahoma.
2. On November 21, 2014, Bethany Baird was covered by a policy of insurance issued to her by Defendant. The insurance policy contained liability limits of \$50,000.00.
3. On November 21, 2014, Plaintiffs had in force and effect policies of insurance issued to them, or providing coverage to them, by Defendant which included

coverage for damages they suffer due to the negligence of uninsured and underinsured motorists.

4. As a result of the collision giving rise to this lawsuit, Defendant tendered the \$50,000 liability policy limits available to Bethany Lynn Baird as a result of her negligence in causing the collision giving rise to this lawsuit.
5. As a result of the collision giving rise to this lawsuit, Plaintiffs made a claim for underinsured motorist coverage to Defendant.
6. Plaintiffs complied with all of their duties under the insurance policy and met all conditions precedent to the payment of insurance coverage.
7. Plaintiffs were damaged in excess of all other applicable insurance policies and are entitled to recovery from Defendant pursuant to the underinsured/uninsured endorsement to the policy of insurance issued to them by Defendant and covering Plaintiffs and their vehicles on November 21, 2014.
8. Plaintiffs made demand for payment of benefits due them under the contract of insurance and Defendant failed to pay all benefits owed.
9. Defendant refused, and continues to refuse, to provide all benefits due Plaintiffs under the insurance contract.
10. The refusal of Defendant to provide insurance coverage to Plaintiffs breached the contracts of insurance issued by them to Plaintiffs.
11. The refusal of Defendant to pay benefits owed Plaintiffs is unreasonable, intentional, a violation of its duty of good faith and fair dealing and in bad faith.

12. The investigation and evaluation of Plaintiffs' claim for insurance coverage by Defendant violated various state statutes, regulations and administrative code provisions rendering Defendant *negligent per se* for its conduct.
13. As a result of the breach of the insurance contracts by Defendant, Plaintiff, Kris Pruner, is entitled to all benefits due her under the insurance policies in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
14. As a result of the conduct of Defendant, Plaintiff, Kris Pruner, has incurred financial losses, suffered embarrassment and mental pain for which she seeks actual damages in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
15. As a further result of the conduct of Defendant, Plaintiff, Jerry Pruner, has incurred financial losses, suffered embarrassment, and mental pain and anguish for which he seeks actual damages in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
16. As a result of the reckless, unreasonable, intentional and bad faith conduct of Defendant, Plaintiffs seek punitive damages against Defendant in an amount in excess of \$75,000.00, exclusive of interest, attorney's fees, and costs.
17. Defendant maintains a service agent in Oklahoma County, State of Oklahoma, and has been, or will be, serviced with the Petition and Summons in this case in Oklahoma County, State of Oklahoma.

WHEREFORE, Plaintiffs pray judgment against Defendant in an amount in excess of \$75,000.00, plus costs, interest, attorneys' fees and any other relief the Court deems equitable and just.

Respectfully submitted,



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